

State of Wisconsin
 DEPARTMENT OF NATURAL RESOURCES
 Brule Ranger Station
 6250 South Ranger Road
 Brule WI 54820

Tony Evers, Governor
 Preston D. Cole, Secretary
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Commented [A1]: Use Appropriate Letterhead/office

October 8, 2021

Commented [A2]: Notification date bid packet sent out

(Name of State Forest/Department Lands) Timber Sale Information

Sealed bids will be received by mail or in person at the (Insert Mailing address), up to (Insert time/date) and will be opened immediately thereafter for timber stumpage described in this prospectus. The public may attend in person or call (insert conference call number) to attend virtually.

List here 1 specific person to be contacted for the bid opening- Mandatory...E.g. For questions about this bid opening- contact: David Schulz- 715-815-0411; David.schulz@wisconsin.gov

Commented [A3]: Each individual sale map/prospectus-ensure to list the person (name, email, telephone) handling that sale.

This bid opening will be held for (# of tracts) on the (Insert SF and/or OSL property names).

Insert Table of all sales summary-Mandatory, items to consider including- Property, Tract, Acres, Main timber type, Volume and Minimum Bid for each sale

This is important for our contractors-customers to know the different foresters handling different properties and sales

(Below is an example)

				Volume (tons, cords, MBF)		
<u>Sale Name (examples)</u>	<u>Tract #</u>	<u>Acres</u>	<u>Timber Type</u>	<u>4 inch</u>	<u>Whole Tree</u>	<u>Min Bid</u>
Brule River State Forest						
Anderson Birchey Pine	10-18	16	Red Pine	520	NA	\$4,004.00
Prairie Popple	2-20	68	Aspen/MX/Fir	3670	NA	\$34,467.00
Turkey Chips	8-20	42	Aspen/Red Pine	NA	2490	\$11,129.00
Between the Fields	5-19	20	Aspen/MX/Fir	840	1340	\$7,906.00
Hwy 27 Pine	13-17	55	Red Pine	2410	NA	\$45,533.00

				Volume (tons, cords, MBF)		
<u>Sale Name (examples)</u>	<u>Tract#</u>	<u>Acres</u>	<u>Timber Type</u>	<u>4 inch</u>	<u>Whole Tree</u>	<u>Min Bid</u>
Bayfield County - DNR Owned Lands						
Bibon Swamp <u>River Bobbin</u>	1-18	138	Aspen/MX	2485	NA	\$22,977.50
Bibon Swamp <u>Range Line</u>	1-19	133	Aspen/MX/Fir	8475	NA	\$73,172.00
South Shore <u>Homestead Pine</u>	1-19	10	White Pine/Red Pine	700	NA	\$5,181.00
White River Fishery Area	1-19	49	Aspen/Fir/Spruce	3060	NA	\$17,895.00

For tracts not sold on (Insert date), sealed bids will be accepted by mail or in person until (Insert time/date). Contact (Same forester listed above) at (insert telephone number and email) for details on bid results following (insert 1st bid date) bid opening.

Commented [A4]: If you plan a 2nd bid opening for unsold tracts, insert next bid date, time, location and such.

If you do not plan to bid right away again, strike this paragraph

BIDDING REQUIREMENTS

1. Bidding Procedure for Timber Sales
 - a. Bids will be made by species for each tract.
 - b. Estimated volumes and utilization specifications are listed on individual sale prospectus maps. Bid according to volumes listed on individual sale prospectus and/or maps.
 - c. The **high bidder** will be determined by the **greatest total bid** for each tract.
 - d. Bids will be opened in random order.
 - e. **Bidders in attendance (virtual)** can remove their bid from consideration before each individual tract is opened. Bidders must identify themselves by clearly stating their name, address, and telephone number PRIOR to a bid being opened to withdraw their bid from consideration.
2. Bids may be made on one or more tracts.
3. Submit each bid in an individual sealed envelope marked "Bid for Timber Stumpage" with the timber sale name, and tract number on the outside. Wisconsin DNR Timber Sale Bid Forms must be used to make bids on DNR timber sales and is included with the individual sale prospectus
4. A per unit bid must be made on every item on a tract. No "zero" bids for any species or products will be accepted.
5. Winning bidders will be notified within 24 hours of bid opening and must sign the timber sale contract and submit an acceptable performance bond within 6 weeks of the bid opening. If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state or GNA timber sales for a two-year period.
6. A **Performance Bond or Letter of Credit** is required before awarding of contract. The bond shall be fifteen percent (15%) of the total bid value or a minimum of \$1000.00, whichever is greater. The bond will be held intact by the Department of Natural Resources until the satisfactory completion of the timber sale contract. Performance bonds in a form of other than cash for these sales must expire no earlier than **1-year past contract expiration date**.
7. The Department of Natural Resources reserves the right to reject any and all bids.

SALES TAX CERTIFICATION

1. A [Sales and Use Tax Exemption Certificate](#) must be provided at the signing of the contract. This certificate is required to cover a contractor or individual reselling stumpage harvested for firewood/fuelwood and mills and manufacturing facilities. More information about the certificate can be found at <https://www.revenue.wi.gov/DORForms/s-211-inst.pdf>

UTILIZATION

1. All trees designated for cutting will be utilized to a (insert your minimum utilization spec.. E.g. 4" for pulp, 10"-11" for logs) unless stated otherwise in the prospectus.
2. When designated for cutting, all trees containing one (1) or more one hundred inch (100") long stick to a four inch (4") minimum top diameter will be considered merchantable.

OR

1. See individual timber sales for utilization specifications

SCALING AND PAYMENT

1. If eligible for deferred payment option, payment for timber removed from site must be made within 30 days after invoice.

Commented [A5]: If every sale has the same utilization specifications, spell it out here....

Otherwise use the 2nd statement below "OR"

2. If not eligible for deferred payment option, no wood will be hauled from the sale area until advanced payment is made.
3. If sold as a lump sum sale, payment in full must be made on entire sale, or by the cutting block, or by some other means as mutually agreed upon by Department of Natural Resources and contractor.
4. The mill scale ticket system will be used as the preferred method of sale administration. Other scaling systems may be used at the discretion of the Department of Natural Resources.
5. If a woods scale system is used, all cordwood or logs will be piled for scaling. Piles will be level and square with at least **XX** cords per pile or **XX MBF**. At least **XX** cords or **XX MBF** will be piled before a scale is requested. Scaling requests must be made at least one day in advance.
6. No refunds of stumpage payments will be made for un-removed wood, and wood left on the sale area at contract expiration shall revert to the seller.
7. Scribner Decimal C Log Rule shall be used for scaling logs. Conversion from MBF to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.2 cords per MBF for hardwoods.
8. Weight scale conversions will be at rates as specified in the Department of Natural Resources timber sale handbook listed below, unless the individual timber sale has specific mixed species pro-rates/conversions.

Commented [A6]: Put your specific scaling pile sizes here

CORDWOOD WEIGHT CONVERSION FACTORS POUNDS PER CORD

Species	Weight (lbs.)	Weight (tons)	Species	Weight (lbs.)	Weight (tons)
Ash	4600	2.3	Jack pine	4250	2.125
Aspen	4500	2.25	Locust	5300	2.65
Balsam	4250	2.125	Mixed hardwood	4800	2.4
Balsam poplar	4900	2.45	Red oak	5500	2.75
Basswood	3850	1.925	Red pine	4500	2.25
Beech	5050	2.525	Soft maple	4550	2.275
Black Cherry	4300	2.15	Spruce	4000	2.0
Cedar	3150	1.575	Tamarack	4650	2.325
Cottonwood	4650	2.325	White birch	4800	2.4
Elm	5000	2.5	White oak	5850	2.925
Hard maple	5100	2.55	White pine	4200	2.1
Hemlock	4800	2.4	Yellow birch	5350	2.675
Hickory	5400	2.7			

CONTRACT PERIOD

1. All contracts offered during this bid opening will expire **(Pick December 31 or June 30th, 202X if all sales are same expiration date. If different contract end dates, ENSURE THEY ARE LISTED ON EACH INDIVIDUAL SALE PROSPECTUS/MAP)**, unless noted on individual timber sale map.

CONTRACT EXTENSIONS

Contract extensions will not be granted without justifiable reason. Justification will be determined by the Department of Natural Resources.

Contract expiration dates are given on the timber sale map. Contract extensions are not guaranteed. All extensions, if granted, will be for 1 year. Extension requests will be considered with the following conditions:

Commented [A7]: This is important for the lead person putting this package together to check all sales in packet to finalize this language.

It is **NOT** required that all sales have same ending contract date. It does help with consistency if they are.

One and Two-year contracts

- 1st extension – 5% increase in stumpage rate
- 2nd extension – an additional 10% increase in stumpage rate

Three and Four-year Contracts

- 1st extension – 15% increase in stumpage rate (only 1 extension granted)

OTHER CONDITIONS

1. Wisconsin’s Best Management Practices for Water Quality, Woody Biomass Harvesting Guidelines, and Best Management Practices for Invasive Species must be followed on all DNR timber sales. More information on these management guidelines can be found at the links found below.

Water Quality BMPs: <https://dnr.wi.gov/topic/ForestManagement/bmp.html>
Biomass: <https://councilonforestry.wi.gov/Pages/WoodyBiomass/Default.aspx>
Invasive BMPs: <https://councilonforestry.wi.gov/Pages/InvasiveSpecies/Forestry.aspx>

2. HRD/Oak Wilt requirements. Add your specific language if same for every sale. Otherwise put on the specific individual timber sales.
3. Include other Specific language/special conditions for your property or properties. (e.g. Invasive control)

Insurance

The “Contractor” (purchaser) shall provide the Department of Natural Resources with a Certificate of Insurance counter-signed by a Wisconsin Resident Agent, indicating that Worker’s Compensation Insurance coverage is provided for the duration of the contract prior to any performance under it. Contractor claiming exemption, independent status, the contractor/purchaser will be required to submit a signed, notarized affidavit that affirms their exempt status pursuant to the criteria listed in section 102.07(7)(b), of the Wisconsin Statutes.

Contract may contain other provisions. Contracts may not be assigned. A sample copy of the contract is available upon request.

[NOTE: Prospectus maps for each of the timber sales are available online at <https://dnr.wisconsin.gov/topic/TimberSales>

Commented [A8]: Ensure you post on external website

*****TRAINING STANDARD*****

The Purchaser shall ensure that at least one in-woods person actively engaged in performance of this contract and responsible for the logging site complies with the Wisconsin Sustainable Forestry Initiative® (SFI®) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website https://www.fistausa.org/fista/SFI_Workshops.asp or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that the training has been attained prior to initiating sale.

FOREST CERTIFICATION: These lands are 3rd party certified.

Commented [A9]: Double check WisFIRS-Core Property Groups- DNR STATE LANDS ALL - NON-CERTIFIED for certain Fishery Properties